


<b>CONTRACT AWARD</b>		<b>STATE OF ALASKA</b> HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		<b>CONTRACT AWARD NUMBER</b>	
				<b>1609183</b>	
ORDERING DEPARTMENT  <b>HEADQUARTERS, STATE EQUIPMENT FLEET</b> <b>2200 E. 42ND AVENUE</b> <b>ANCHORAGE, ALASKA 99508</b>		COMMODITY CODE		DATE OF CONTRACT 11/24/08	
		NUMBER & PERIOD OF RENEWAL OPTIONS 1 YEAR & TWO 1 YEAR EXTENSIONS		PR NO./DATE ASSIGNED	
		DATE INITIAL CONTRACT BEGINS 11/24/08		DATE INITIAL CONTRACT ENDS 11/24/09	
CONTRACTOR ADDRESS <b>ANCHORAGE CHRYSLER DODGE</b>  <b>2601 EAST 5TH AVE</b> <b>ANCHORAGE, AK 99501</b>  CONTACT NAME <b>CALVIN TOWNS</b>  TELEPHONE NUMBER <b>907-276-1331</b>		GS VENDOR CODE:			
		ISSUED IN ACCORDANCE WITH BID # SEF- 1405		DATED: 11/24/08	
		PRICE ADJ. REQ PRIOR TO EACH RENEWAL:			
		CPI/PPI BASE INDEX POINTS & MO/YR:			
		REVIEW DATE: 9/1/09		RENEWALS EXPIRE (MO/YR): 11/23/2011	
		ESTIMATED VALUE OF INITIAL TERM: \$300,000.00		REBID: 9/1/11	
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
<b>DESCRIPTION</b>					
<b>CONTRACT FOR DODGE CHARGER POLICE INTERCEPTORS &amp; AWD CHARGERS</b>					
<b>TABLE OF CONTENTS</b>  <b>SECTION</b>  <b>I. STANDARD TERMS &amp; CONDITIONS</b>  <b>II. SPECIAL TERMS &amp; CONDITIONS</b>  <b>III. OFFER</b>  <b>IV. BID SCHEDULE</b>  <b>V. SPECIFICATIONS</b>					
<b>NOTE: THIS IS A MANDATORY CONTRACT FOR USE BY THE STATE EQUIPMENT FLEET AND QUALIFYING POLITICAL SUBDIVISIONS, INCLUDING THE UNIVERSITY OF ALASKA, ALASKA HOUSING AUTHORITY, THE COURT SYSTEM AND THE LEGISLATIVE BRANCH. NO OTHER AGENCY HAS THE AUTHORITY TO USE THIS CONTRACT AND ORDERS PLACED BY AGENCIES OTHER THAN THE EXCEPTIONS MENTIONED ABOVE WILL NOT BE HONORED BY THE SEF.</b>					
CONTRACTING AUTHORITY NAME & TITLE <b>ABBY BRESHEARS, PROCUREMENTSPECIALIST I</b>					
TELEPHONE NO.: <b>907-269-0793</b> FAX NO.: <b>907-269-0801</b>					
<b>IMPORTANT</b> 1. Contract award number and ordering department name must appear on all invoices. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					

## SECTION I

### STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 2.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 3.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 4.0 ASSIGNMENT:** A bidder may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.
- 5.0 AUTHORITY:** This solicitation is written in accordance with Alaska statutes AS 36.30 and 2 AAC 12.
- 6.0 BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the State to consider the offer non-responsive and reject the bid.
- 7.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 8.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 9.0 CONTRACT PERIOD:** From the date of award for one year (12 months) with two 1 year renewal options.
- 10.0 DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.
- 11.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 12.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 13.0 DISPUTES:** Any disputes arising out of this solicitation shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.
- 14.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 15.0 HUMAN TRAFFICKING:**
- 15.1 By signature on this contract, the offeror certifies that:

- 15.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 15.1.2 if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.
- 15.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: [www.state.gov/g/tip/](http://www.state.gov/g/tip/)
- 15.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 15.4 This pertains to goods and services above \$50,000.00.

**16.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**17.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

## **18.0 INSURANCE:**

- 18.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 18.2 Proof of insurance is required for the following:
  - 18.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
  - 18.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
  - 18.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 18.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

- 19.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 20.0 NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.
- 21.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.
- 22.0 PRICES:** The bidder shall state prices according to the requirements of this ITB. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity or service can be utilized without further cost.
- 23.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 24.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 25.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 26.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 27.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 28.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 29.0 TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 30.0 USE OF BRAND OR TRADE NAMES:** Brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.
- 31.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

## **SECTION II SPECIAL TERMS AND CONDITIONS**

NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a particular ITB. The paragraphs in this section may change from bid to bid. Accordingly, bidders must review this section to insure compliance.

### **1.0 DELIVERY:**

- 1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
  - 1.1.1 Dealer and vehicle identification.
  - 1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
  - 1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
  - 1.1.4 Fuel tank shall be filled to at least register a minimum  $\frac{1}{4}$  full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
  - 1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
  - 1.1.6 Units delivered in an incomplete state, or those have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 1.2 **Delivery Receipt:**
  - 1.2.1 A delivery receipt will be required for the delivered unit. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
  - 1.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.
  - 1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

### **2.0 F.O.B. POINT:**

- 2.1 The F.O.B. point for all items purchased under this contract is the final destination, Anchorage, Fairbanks or Juneau. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination.
- 2.2 Please refer to Section V – Bid Price Schedule for F.O.B. point.

### **3.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 3.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 3.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the

Contract Price, as liquidated damages and not as a penalty, an amount equal to **\$25.00** per day multiplied by the number of days elapsing between the delivery date provided in the specifications and the date that conforming goods are delivered to the State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.

- 3.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

#### **4.0 WARRANTY:**

- 4.1 Unless otherwise stipulated by this ITB, the successful bidder will provide a three-year (36 months) or 36,000 miles (whichever comes first) warranty.
- 4.2 Information must be provided regarding the manufacturer's warranty and all stipulations therein.
- 4.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 4.4 General Warranty Requirements for all Equipment:
- 4.4.1 Warranty Exceptions:
- 4.4.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
- 4.4.2 In-Service Date:
- 4.4.2.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 4.4.3 **Authorized Warranty Dealer (Contractor) and Subcontractor:** For the purpose of this bid, the contractor must meet the following applicable requirements:
- 4.4.3.1 Contractor (bidder) must:
- 4.4.3.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;
- 4.4.3.1.2 be a manufacturer(s) authorized warranty service dealer for the unit, and;
- 4.4.3.1.3 Have the capability of providing warranty servicing and repair work within the State of Alaska, with an authorized warranty repair facility in Anchorage, Fairbanks and Juneau as a minimum.
- 4.4.4 **Warranty Claims:**
- 4.4.4.1 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be **\$81.00** per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state

shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.

4.4.5 **Factory Recall:**

4.4.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from who purchased.

4.4.6 **Hazardous Material:**

4.4.6.1 Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, effective immediately no vendors will be allowed to use the State of Alaska rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

**5.0 REPAIR ORDERS AND DOCUMENTATION:**

5.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

**6.0 PUBLICATIONS:**

6.1 **Operator's Manuals:** Complete set to be provided at time of delivery.

6.2 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.

**7.0 STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet  
2200 E. 42<sup>nd</sup> Avenue Room 316  
Anchorage, Alaska 99508

**8.0 WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

**9.0 INSPECTIONS:**

9.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

- 9.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,
- 9.1.2 Refund the price of any or all of the damaged goods, or
- 9.1.3 Accept the return of any or all of the damaged goods.
- 9.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

## **10.0 PRICE:**

- 10.1 Contract prices are to remain firm through the current model year ordering cycle. The successful bidder will inform the state as to the final date that orders may be placed for specific models of vehicles.
- 10.2 Price adjustments, increases or decreases, for subsequent model year orders may be made by providing the contracting officer evidence, satisfactory to the State, that all of the following conditions exist:
  - 10.2.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
  - 10.2.2 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
  - 10.2.3 The increase affects only the item(s) that are clearly identified by the contractor.
- 10.3 Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer, or an affidavit from an independent professional price tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in price being requested.
- 10.4 Price Decreases: During the period of the contract all price decreases, such as fleet rebates, experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause will be considered a breach of contract.
- 10.5 The State reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

## **11.0 COOPERATIVE PURCHASING:**

- 11.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.
- 11.2 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

## **12.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

## **13.0 REPLACEMENT PARTS:**

- 13.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their Anchorage (as a minimum Alaska location) authorized warranty facility within seven (7) days of order. All other parts must be available within ten (10) working days.



- 13.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be notified at time of original orders as to the expected delay in delivery.
- 13.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
  - 13.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
  - 13.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
  - 13.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

**14.0 BRAND NAME SPECIFICATION:** For purposes of this ITB, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.

**15.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

**16.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

**17.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:**

- 17.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 17.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.
- 17.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 17.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 17.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 17.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

### SECTION III

#### OFFER

#### (FOR BIDDER USE ONLY)

If a contract award is made by the State of Alaska, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract No. SEF-1405. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract No. SEF-1405.

**Anchorage Chrysler Dodge**  
(Company Name)

**By: Calvin Towns**  
Authorized Representative (printed)

**2601 East 5<sup>th</sup> Ave**  
(Address)

**Commercial Accounts**  
(Title)

**Anchorage, AK 99501**  
(City, State, Zip)

**(907) 276-1331 / (907) 276-4191**  
(Phone and Fax No.)

**polariskid02@hotmail.com**  
(Email Address)

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(Authorized Signature)      (Date)

Alaska Business License No. 000580

Alaska Dealer License No. 22-80

## SECTION IV

### BID PRICE SCHEDULE

**BIDDER'S NAME: Nye Frontier Ford**

1. Bidder agrees to supply Political subdivisions under the terms of this contract:  
Yes ☒ No ☐

If "Yes", Political subdivision orders must be placed no later than  
Model Year Build Out

2. Address to send orders:

Anchorage Chrysler Dodge  
2601 East 5<sup>th</sup> Ave  
Anchorage, AK 99501

## **BID SCHEDULE**

### **Lot 1**

#### **Item 1a**

1 ea	Dodge Charger Police Package Color: White w/Flat Black Hood Per Specification #115 - Charger Delivered to Anchorage	\$26,518.00
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#### **Item 1b**

1 ea	Dodge Charger Police Package Color: Random Color Per Specification #115 - Charger Delivered to Anchorage	\$26,318.00
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#### **Item 1c**

1 ea	Shipping to Fairbanks	\$600.00
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#### **Item 1d**

1 ea	Shipping to Juneau	\$600.00
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DELIVERY NO LATER THAN 210 DAYS ARO

**Lot 1 Grand Total  
(Items 1a through 1d) \$54,036.00**

### **Lot 2**

#### **Item 2a**

1 ea	Dodge Charger, AWD Color: Random Per Specification #109 Delivered to Anchorage	\$25,021.00
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#### **Item 2b**

1 ea	Shipping to Fairbanks	\$600.00
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#### **Item 2c**

1 ea	Shipping to Juneau	\$600.00
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DELIVERY NO LATER THAN 210 DAYS ARO

**Lot 2 Grand Total  
(Items 2a through 2c) \$26,221.00**

## SECTION V - SPECIFICATIONS

### SPECIFICATION #115

#### Police Interceptors

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 60 degrees Fahrenheit.

UNIT TYPE: Dodge Charger Police Vehicle, to include all standard equipment in addition to some optional items as listed in the specification below.

1. Engine: 5.7 Liter Hemi V8 with Multi-Displacement System, 340 HP @ 5,000 RPM (Optional Equipment)
2. Cooling System:
  - 2.1 Severe-duty cooling system
3. Transmission: 5-Speed automatic w/overdrive
4. Starting Aids:
  - 4.1 Permanent anti-freeze to minus 50 degrees Fahrenheit.
  - 4.2 To include one (1) minimum 500 watt, 110 volt AC immersion type engine heater. (Optional Equipment)
  - 4.3 To be equipped with electric oil pan heaters, for engine oil pan and transmission, wired to a common plug.
    - 4.3.1 Heaters to be 4X5-inch silicone, 100 watt, 110 volt AC.
  - 4.4 All 110 volt AC heaters to plug into a single four (4) plug 110 volt AC junction box which will be mounted to either the fire wall or inner fender.
    - 4.4.1 Junction box will be wired to a single 110 volt AC male cord, extending approximately 20 inches in additional length from under the front bumper.
      - 4.4.1.1 Additional length of cord is to be temporarily secured to the frame under the bumper.
  - 4.5 All wiring to be adequately secured and located for maximum protection from road splashes, stone abrasion, grease, oil, fuel and heat from engine components.
5. Brakes: To include anti-lock braking system and all-speed traction control.
6. Tires & Wheels: Five (5) each, P225/60R18 pursuit rated tires with spare tire and wheel securely mounted in trunk.
  - 6.1 18-inch bolt-on wheel covers. (Optional Equipment)
7. Body:
  - 7.1 To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas. (Optional Equipment)
  - 7.2 Seats:
    - 7.2.1 Cloth bucket seats, front only
    - 7.2.2 Operator's seat to have eight (8)-way power adjuster option. (Optional Equipment)
    - 7.2.3 Rear bench seat, vinyl (Optional Equipment)
    - 7.2.4 All upholstery to be dark in color

- 7.3 Windows:
  - 7.3.1 Power windows with master control in driver's door.
  - 7.3.2 Rear windows controlled by driver only. (Optional Equipment)
- 7.4 Cruise Control & Tilt Steering: To be OEM installed.
- 7.5 Wiper Blades: Heavy duty, rubber covered winter type.
- 7.6 Body Side Molding:
  - 7.6.1 All moldings will be shipped loose for installation by State personnel if required. No holes are to be present on doors.
- 7.7 Keys and Door Locks:
  - 7.7.1 OEM power door locks with master control for all doors installed in driver's door.
  - 7.7.2 Emergency rear door lock override. (Optional Equipment)
  - 7.7.3 Manual override to rear doors to be disconnected.
  - 7.7.4 All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include two (2) keys with each unit. State to supply code for each model year keys. (Optional Equipment)
  - 7.7.5 Ignition keys are not to include "chip key" theft deterrent system.
  - 7.7.6 Rear doors must open from exterior only. Place the loose hardware in the trunk for shipment with the vehicle. (Optional Equipment)
- 7.8 Hood:
  - 7.8.1 To have double safety latch with hood release inside car.
  - 7.8.2 To have under hood light controlled by a mercury switch.
  - 7.8.3 If requested on purchase order, the hood is to be non-reflective, flat black.
- 7.9 Trunk:
  - 7.9.1 To include a deck lid release switch, ignition controlled
  - 7.9.2 To include molded full carpeted OEM liner and, in addition, to include a secured, one (1) piece, heavy duty rubber mat, approximately 24 inches in width, extending from fender to fender including trunk well. Plugs should be used to secure the rubber mat in the trunk.
  - 7.9.3 OEM installed mercury-actuated trunk light; with separate on/off heavy-duty metal switch (single pole, single throw or push button) wired in line and located inside trunk near latch.
- 7.10 Mud Flaps: installed behind all four wheels. A minimum of four (4) securement points are to be used.
- 7.11 All ashtrays in rear compartment are to be made inoperable.
- 8. Electrical:
  - 8.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated.
  - 8.2 Lighting:
    - 8.2.1 Headlights to have shatterproof type lens or have protective shatterproof covers.
    - 8.2.2 Spotlight: to be mounted in left-hand pillar post. (Optional Equipment)
      - 8.2.2.1 To be independent of ignition on separate 20 amps fused circuit.
      - 8.2.2.2 Requires OEM spot lamp prep package.

- 8.2.3 Dome Lights:
  - 8.2.3.1 Independently switched white and LED red dome lamp. (Optional Equipment)
- 8.3 Lighter and Ash Tray:
  - 8.3.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories.
  - 8.3.2 Ash tray to be lighted.
  - 8.3.3 To be wired independently of ignition switch.
- 8.4 Stealth map light to improve night vision in the interceptor.
  - 8.4.1 Driver's side only. Equivalent to the *Night Sight Saver, PN R-VP141*.
- 9. Special Wiring and Accessories:
  - 9.1 Accessory Feed Wire Package.
  - 9.2 Roof Wiring:
    - 9.2.1 Without hole in roof.
    - 9.2.2 Contains two (2) each #10-gauge, two (2) each #12- gauge, six (6) each #14 gauge wires.
    - 9.2.3 Routed between dome lamps (approximately 56 inches looped above headliner) and runs across the vehicle from LH side rail to RH side rail above headliner and down RH B-pillar, forward on RH side and coiled (approximately 48 inches) under floor pad on passenger side.
    - 9.2.4 Wires to be individually color-coded.
  - 9.3 Antenna Wiring:
    - 9.3.1 Without hole in roof.
    - 9.3.2 To consist of RG-58 A/U (standard cable).
    - 9.3.3 Routed from roof panel to luggage compartment.
    - 9.3.4 Roof location to include approximately 18 inches extra coiled antenna cable under heading approximately 14 inches forward of rear edge of roof panel on centerline and approximately 96 inches coiled in left side trunk area.
  - 9.4 Auxiliary Speakers and Wiring:
    - 9.4.1 Speakers to be 6.0 Ohms, 10 watts.
    - 9.4.2 Two (2) each front (left/right) for end users communications radio.
    - 9.4.3 Wiring connected to speakers to include approximately 36 inches extra wire coiled below center dash.
    - 9.4.4 Entertainment radio will operate through rear speakers only.
  - 9.5 Radio Suppression Package
- 10. Miscellaneous:
  - 10.1 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle.
  - 10.2 Tool Kit: To be equipped with wheel wrench and jack.
  - 10.3 Color: Two color selections will be required (See Bid Price Schedule)
    - 10.3.1 White with flat black hood.
    - 10.3.2 Random color.

SPECIFICATION 109 LOT 2:

FULL SIZE SEDAN - AWD

APPLICATION: To be used by the Alaska State Troopers in patrol duties. Weather variance from plus 100 degrees to minus 60 degrees Fahrenheit.

UNIT TYPE: Dodge Charger AWD, to include all standard equipment.

1. Engine: 3.5L, 250 HP minimum
2. Transmission: 5-Speed automatic w/overdrive
3. Starting Aids:
  - 3.1 Permanent anti-freeze to minus 50 degrees Fahrenheit.
  - 3.2 Engine block heater.
4. Brakes: To include anti-lock braking system and all-speed traction control.
5. Tires & Wheels: Five (5) each, P225/60R18 tires with spare tire and wheel securely mounted in trunk.
6. Body:
  - 6.1 Seats: Coordinated cloth upholstery
  - 6.2 Supplemental restraint system for driver and front passenger.
  - 6.3 Windows: Power windows
  - 6.4 Cruise Control & Tilt Steering: To be OEM installed.
  - 6.5 Wiper Blades: Heavy duty, rubber covered winter type.
  - 6.6 Keys and Door Locks:
    - 6.6.1 OEM power door locks
    - 6.6.2 4 coded keys required at time of delivery.
  - 6.7 Trunk:
    - 6.7.1 To include a deck lid release switch, ignition controlled
    - 6.7.2 OEM installed mercury-actuated trunk light; with separate on/off heavy-duty metal switch (single pole, single throw or push button) wired in line and located inside trunk near latch.
7. Miscellaneous:
  - 7.1 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle.
  - 7.2 Tool Kit: To be equipped with wheel wrench and jack.
  - 7.3 Color: Random color selections will be required.

End of Specification